2015 Exhibit Rules and Regulations

National School Boards Association – 75th Annual Conference & Exposition
March 21-23, 2015
Music City Center – Nashville, TN

Part of Contract: These rules and regulations stated here, as well as in the NSBA Display Guidelines, constitute a bona fide part of the contract for space. Show Management reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well being of the exposition. Show Management's decisions and interpretations shall be accepted as final in all cases. It is the responsibility of the exhibiting firm to be fully familiar with these Exhibit Rules and Regulations and to see that all company representatives attending the Exposition are also familiar with them.

Character of the Exhibit
In keeping with NSBA's determination to provide the best atmosphere for conducting business, each exhibitor agrees as follows:

Products: Exhibit only products of their own manufacture or supply, limited to products and services designed primarily for use in the education market. Products and services must be displayed in a tasteful manner so as to describe and depict their advantages.

Food: Any food or beverage must be ordered from the official caterer, and distribution requires prior approval of Show Management. Absolutely no liquor or other alcoholic beverages may be distributed or served in the Exhibit Hall by exhibitors without prior approval of Show Management.

1. Contract for Space: Applicants for exhibit space are required to execute and forward an Application-Contract to the National School Boards Association. Except as provided below, each Application-Contract must be submitted with payment for the required deposit of 50% of the total space rental and must specify products scheduled for exhibition. Any exhibitor failing to occupy space is not relieved of the obligation of paying the full rental. Contracts for space will be accepted at NSBA offices until March 13, 2015. Contracts will be accepted only on-site after that date.

2. Space assignment: Initial space assignments take place on-site at the previous year's conference based on the exhibitor's previous show history. All contracts received thereafter will be assigned space based on date of receipt of contract and/or special needs. In all cases, efforts will be made to assign space in as close compliance as possible with an applicant's choices. NSBA reserves the right to alter the exhibit floor plan or change space assignments in case of an emergency and/or in the interest of any exhibitor.

3. Booth Cost: Exhibit space rental is $17.00 per square foot (based on a single 10'x10' booth – 100-sq. ft.). Corner spaces are an additional $300.00.

4. Payment Policy: Contracts must be submitted with a deposit equal to 50% of the total rental cost for each booth requested. Failure to submit the deposit with the Application-Contract or in accordance with the Deposit Payment Exception, shall relieve the Association of any obligation to hold space for the Exhibitor, but shall not relieve the Exhibitor's Obligation to make payment under this Agreement. **Final payment for contracted space is due December 5, 2014.** If payment is not received by December 5, the Association shall have the right to retain the deposit as liquidated damages and cancel the booth reservation. Contracts received after **December 5, 2014,** must be accompanied by full payment. Payments received will be first applied to any previous outstanding balance. The remaining funds will be applied towards the current year's booth space.

NOTE: a $25.00 service fee will be assessed for returned checks. Late payments received after the published due dates will be assessed a $150.00 penalty fee.

Deposit Payment Exception: Exhibitors who sign up for the 2015 conference on-site in New Orleans, 2014, are required to pay the 50% deposit by May 2, 2014, **and pay a non-refundable reservation fee of $250.00 at the on-site space selection**. This non-refundable reservation fee will be applied towards the 50% deposit. If an exhibitor who submits an Application-Contract on-site in New Orleans, 2014, cancels before May 2, 2014, they are not liable for the booth fee; however the $250.00 reservation fee will not be refunded. If cancellation is made after May 2, 2014, the exhibitor is liable for the fee as per the cancellation policy.

5. Cancellation Policy: All cancellations must be submitted in writing to NSBA, Exhibit Operations. The date of cancellation shall be the date that the Association received the written cancellation. Both the Exhibitor and the Association acknowledge that, in the event of cancellation, the Association will sustain substantial monetary losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor cancels its participation. If written notice of cancellation is made **before December 5, 2014**, Exhibitor agrees to pay a cancellation fee equal to 30% of the total booth fee. If written notice of cancellation is received on or after **December 5, 2014**, Exhibitor will be liable for 100% of the total exhibition fee. All cancellation fees are payable immediately upon cancellation. The above cancellation fee terms shall apply regardless of the execution date of this contract. Any reduction in booth space will be considered the same as a booth cancellation and will be treated accordingly. Any company who does not physically appear onsite will be treated as a forfeiture and will not receive any money back.

6. Subletting Space: No exhibitor may assign, sublet or apportion his or her space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, nor permit any agent or any exhibiting firm to solicit business in his or her space. If special circumstances warrant an exception, permission must be obtained in writing from NSBA Show Management, which reserves the right to render final judgment. Program book listings are limited to one entry per contracted exhibiting company.

7. Arrangements of Exhibits: NSBA will provide display space as indicated on the official floor plan, insofar as possible, but reserves the right to make any changes necessary.

8. Display Construction and Limitations: NSBA will provide side drapes three feet (3') high and back wall drapes eight feet (8') high for all straight-line exhibits. Standard, 7" x 44" identification signs with the exhibitor's name and booth number will be provided. Aisles will be carpeted. In the interest of all participating exhibitors, and to preserve uniformity, displays must conform to the NSBA Display Guidelines, which are a bona fide part of the contract for space. Unfinished or unsightly ends of exhibits must be draped by the service contractor at the expense of the exhibitor. Refer to the Display Guidelines for specific construction requirements.

9. Exhibit Hours, Installation, and Dismantling: The hours during which the exposition will be open are:

*Exhibit Hours:	Saturday, March 21	10:00 a.m. - 4:00 p.m.
	Sunday, March 22	11:30 a.m. - 4:00 p.m.
*Installation Hours:	Thursday, March 19	8:00 a.m. - 5:00 p.m.
	Friday, March 20	8:00 a.m. - 5:00 p.m.
*Dismantling hours:	Sunday, March 22	4:01 p.m. – 8:30 p.m.
	Monday, March 23	8:00 a.m. - 12 noon

(*Hours subject to change)

- No materials can be accepted in the exhibit hall before Thursday, March 19. All exhibits must be completely set-up by 5:00 p.m., Friday, March 20.
- Any space not claimed and occupied or for which no special arrangements have been made prior to 5:00 p.m., Friday, March 20, may be resold or reassigned by NSBA without any obligation on the part of NSBA for any refund whatsoever. Special arrangements may be made for early or late set-up with prior approval from Show Management. Contact Show Management at kmiller@nsba.org.
- Unattended freight in unclaimed space will be removed from the exhibit floor and stored at the exhibitor's sole risk and expense.
- No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of exhibits will be permitted during the exposition hours.
- Displays must remain intact and manned until 4:00 p.m., Sunday, March 22. Exhibitors agree by signing the Exhibit Space-Application Contract that they (or their staff) will remain on the exhibit hall floor until the official close of the trade show, as published in their exhibitor manual. **Any infraction of this rule will jeopardize the exhibitor's participation in future NSBA shows and the loss of priority points earned for that year.**
- All exhibits must be dismantled, packed and ready for removal by 12:00 noon Monday, March 23. Exhibits or materials remaining in the building after 12:00 noon, Monday, March 23, will be returned to the exhibitor at the exhibitor's sole risk and expense.

10. Exhibitor's Admission Credentials: Exhibitors shall furnish NSBA with an advance list of their representatives on forms, which will be provided by NSBA. Representatives must register upon arrival and at all times wear identification badges, containing the name of the firm that contracted space. For each 10'x10' booth rented, each exhibitor is entitled to badges for five (5) representatives at no charge. Additional badges will be available at $69 each and are subject to NSBA approval. The badges are not transferable, NSBA reserves the right to withdraw the use of the badge used to gain admission to the exhibition by any person other than the one for whom it was issued. Exhibitors will be admitted to the exhibit hall one-hour before the opening of the hall, each show day. Any special arrangements must be made with Show Management. **NOTE:** Children under the age of 18 are prohibited from the exhibit hall during installation and dismantle days.

11. Display Operations

A. **Sale or Distribution of Merchandise:** Cash sales are **NOT PERMITTED** on the show floor. Exhibitors may show, discuss, explain and demonstrate items or services, but may not make cash sales that result in the exchange of merchandise and/or money in the exhibit hall. Attendees may fill out an order form **(credit cards may not be processed on site)** and have the products shipped, but they may not take the ordered item off the show floor. It must be delivered to their home or office. The only exception to this policy applies to exhibitors who purchase space within the Marketplace (a specially designated area by Show Management where cash or credit card sales may take place).

B. **Prize-Drawings & Promotions:** Prize-drawings will be allowed within NSBA Rules and Regulations. Interviews, demonstrations, distribution of literature, etc., are permitted only within the exhibitor's space. No activity, demonstrations, sampling, giveaways, solicitation, etc., will be permitted in the aisles. Samples or souvenirs may not be sold, and if distributed, must directly relate to products or services displayed in the exhibitor's booth.

C. **Product & Literature Distribution:** All demonstrations or other activities must be confined to the limits of the exhibitor's booth space and are not permitted in the aisles or within the public areas of the building. Distribution of trade publications, invitations, circulars, business cards, stickers, novelties, etc., may be made only within the space assigned to the exhibitor distributing such materials.

D. No person, firm or organization that has not contracted with NSBA for the occupancy of booth space will be permitted to display or demonstrate its products/services, or distribute promotional materials in the exhibit hall, public areas of the center or in hospitality suites. Any infringement of this rule will result in the prompt removal of the offending persons from the hall.

12. General Regulations: No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed or otherwise affixed to any pillars, walls, doors, or other parts of the building. No helium or mylar balloons will be allowed. Exhibitors shall be responsible for damage to property. Exhibitors are required to comply with State and Local Fire Codes. Electrical wiring must conform to National Electrical Codes and pass inspection by building staff electricians. Your exhibit's construction and decoration materials must be fire retardant. It is suggested that you have a certificate of retardancy at the show to prevent the need for possible on-site testing of the material. Cloth and all other construction and decorating materials must pass fire codes. No flammable liquids will be allowed inside the facility without approval of the Fire Marshal. Cooking and food/beverage distribution must have prior approval. OSHA regulations regarding disposal of hazardous materials will apply. NSBA will not allow smoking inside the facility.

13. Carpet: All exhibitors must carpet their entire booth area. Any booth not carpeted by 5:00pm, Friday, March 20, 2015, will be done so by show management at the exhibiting company's expense.

14. Noise and Sound: Exhibitors are strictly prohibited from operating noise-creating devices such as bells, horns or amplifying systems, which interfere with other displays. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring exhibitors. Equipment that emits excessive noise must be run intermittently for specific demonstrations only. Each exhibiting company must have the opportunity to meet and talk with buyers, unimpeded by the excess noise from another exhibitor. Show Management reserves the right to determine the acceptable sound level for working exhibits.

A. **The 80/30 Noise and Sound Rule:** Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more than 30 feet from the booth is considered objectionable. If sound levels become excessive or if an exhibitor fails to reduce the sound level or later turns the volume up, the sound will again be monitored and the exhibitor will be given a second warning. The third time an exhibit

is found to be in violation, all electrical power to that booth will be terminated for the remainder of the day. The exhibitor will also incur the expense of reconnecting the electrical service to the booth.

B. **Monitoring Decibel Levels:** NSBA Show Management will use professional electronic monitoring equipment, which can objectively monitor sound levels at individual booths. Show Management will advise exhibitors to adjust their sound systems to be under the pre-determined decibel level. Sound levels on the exhibit floor must not exceed 80 decibels.

C. **Cooperation:** Remember that the use of sound systems or public address equipment in exhibit booths is an exception to the rule, not a right. We are asking each exhibitor to monitor his or her own booth site to make sure the sound levels do not infringe upon the rights of neighboring exhibitors.

15. Association's List Rental Policy: Confirmed exhibitors, who have paid in full, have the option of purchasing three different Conference attendee lists for a one-time use before and/or after the current year's show. NSBA will monitor usage of the lists to prevent abuse. NSBA has the right to refuse to sell the list to an exhibiting company for any reason. NSBA also has the right to penalize a company the current year's priority points and involvement in future shows if use of the list is abused. Abuse of the list shall include, but not be limited, to using it more than one-time.

16. NSBA's Official Hotel Partner, Convention Management Resources (CMR). CMR is the official housing provider for NSBA. NSBA strongly urges exhibiting companies to book within the official hotel block and use CMR as the official housing company. Any confirmed exhibitor who books within the block will receive one additional priority point to be used at this year's onsite booth selection. Additional hotel information will be posted once available. NSBA is not liable for any reservations made outside the official housing block or through another hotel provider.

17. Auxiliary Services & Labor: Decorating, drapery, furniture rental, drayage, sign painting and labor will be handled by the official service contractor. The exhibitor shall provide only the material and equipment that is owned and is to be used in the exhibit space. All other items used in the booth are to be provided through arrangements with the official service contractor. Payment for services provided to the exhibitor by the contractor is the responsibility of the exhibitor. All services not ordered in advance must be procured through the Exhibitors' Service Area, which will be maintained in the Exhibit Hall. Forms for ordering auxiliary services will be contained in the Exhibitors' Service Manual, which will be supplied to you approximately 60 days prior to show dates from the official service contractor. All labor requirements can be acquired from the official service contractor.

18. Union requirements: The Local Stagehand Union provides labor for display installation and dismantling. Full time employees of the exhibiting companies, however, may set their own exhibits without assistance from the local. Any labor services that may be required beyond what your regular full time employees can provide must be rendered by the local. Labor can be ordered in advance by returning the Display Labor order form in the Service Manual, or on show site at the Freeman Service Desk.

Material Handling: Exhibitors may hand-carry their own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment; however, is not permitted. Freeman will control access to the loading docks in order to provide for a safe and orderly move in/out. Unloading or reloading at the dock of any and all contracted carriers will be handled by Freeman. Vehicles must not be left unattended at the loading areas. Any unattended vehicles will be towed at the owner's expense.

19. Shipping: No exhibit freight of any kind, including: product, literature, giveaways, pamphlets, information materials, audio/visual equipment, carpeting, etc., shall be transported inside of the main body of a bus (or other vehicle used in a display) in the luggage compartment, on the undercarriage, or in any manner not in compliance with local labor union laws.

20. Storage: Fire Marshal regulations absolutely prohibit the storage of empty containers in the exhibit hall. Arrangements have been made with Freeman to store empty crates and containers. Please refer to the Material Handling section of the Service Manual for information regarding the handling of empties, disposal of skids, etc. Exhibitors must make arrangements with the General Service Contractor for storage of crates and other packing materials. Combustible materials such as brochures, literature, giveaways, etc., within exhibit booths are limited to a one-day supply. **NOTHING may be stored behind booths**. All packing containers, wrapping material, cardboard boxes, carrying cases, etc., must be stored off the exhibit floor.

21. Security: Twenty-four hour security will be provided by NSBA throughout the entire Exhibit, including set-up and teardown days. Any theft is to be reported to security at once. Exhibitor must provide adequate insurance in his or her own insurance policies for theft. Individual booth security is available at an additional fee to exhibitors.

22. Vehicles on Static Display: Vehicles may not be displayed without the prior written approval of the local public safety department. Any fuel-powered vehicle on static display must have the smallest possible amount of fuel, not more than 1/4^{h} of a tank. The gas cap must be locked or sealed by tape; batteries must be disconnected; a drip pan under the vehicle's drive train. One key to the vehicle must remain in the booth at all times, so that the vehicle may be removed in the event of fire. **Vehicles may not be started, run or moved during event hours**.

23. Non-Liability: It is expressed, understood, and agreed by each and every contracting exhibitor, his agents, and his guest that neither the National School Boards Association, its employees, its contractors, nor operator of the local convention center premises, its agents, or its employees shall be liable for loss of damage to the goods or properties of exhibitors. At all times, such goods and properties remain in the sole possession and custody of each exhibitor.

Upon signing the Application-Contract, Exhibitor releases and agrees to indemnify and defend the National School Boards Association, its managers, officers, members, sponsors, employees, agents and convention center premises, agents or employees and save them harmless from any suit or claim for property damage or personal injury by whomsoever sustained, including Exhibitor and its agents or employees, on or about the Exhibitor's display space or arising out of Exhibitor's participation in the exposition, including such damage or injury resulting in part from the negligence of one or more of the aforementioned indemnities and in part due to the negligence of the Exhibitor.

24. Insurance: The exhibitor agrees to obtain the following insurance coverage during the dates of the NSBA exposition, including move-in, move-out days, and be prepared to furnish a certificate of insurance to the NSBA if requested: (a) comprehensive general liability insurance coverage including protective and contractual liability coverage of $250,000/$500,000 for bodily injury and $50,000 property damage; (b) employers liability insurance with minimum limits of $100,000 per accident; (c) worker's compensation/occupational disease coverage in full compliance with federal and state laws; (d) comprehensive general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of $250,000/$500,000 and property damage limits of $100,000. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and/or NSBA and shall be written on an occurrence basis by an insurance provider licensed to do business in the state of Tennessee. Claims made policies are not acceptable. The comprehensive general liability policy and automobile liability policy required by this agreement must name as additional insureds, the National School Boards Associations, its officers, directors, members, employees and agents. Such policies shall also provide that they may not be cancelled without 30 days advance written notice to NSBA.

25. Conference Postponement and/or Cancellation: NSBA, in its discretion, shall have the right to postpone or cancel the conference and exhibit and shall be liable in no way to the exhibitor for losses resulting from such delay or cancellation. The Association will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: act of God, public enemy, lockouts, riots, terrorism, threats of terrorism, epidemics, government regulations or advisory (including travel advisory warnings by the government or World Health Organization) flood, unavailability of communication or utility lines, earthquakes, war or insurrections, strikes, the authority of the law, postponement or cancellation of the exposition, or for any cause beyond its control.

26. The National School Boards Association reserves the right to make such additional conditions, rules and regulations as Show Management deems necessary to enhance the success of the exposition, and to decline or prohibit or remove any exhibit which, in its judgment, is out of keeping with the character or not in the best interest of the conference or NSBA, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.

27. Change of Dates and Location: NSBA reserves the right to change the dates and location of this exhibit. If NSBA exercises this right, it will provide prompt advance notice to Exhibitor of such change. To the extent practicable, NSBA will provide Exhibitor with comparable booth space in the new location. If Exhibitor opts to cancel its reservation of booth space due to such change, NSBA will provide refunds in accordance with the cancellation policy stated in section 5 above.